jurisdictions where the matter has been left with the courts independent of statute, the weight of authority is decidedly in favor of the right. *Chicago, etc. R. Co.* v. *Abbot,* 215 Ill. 416; *Northern Pac. R. Co.* v. *Townsend,* 84 Minn. 152: see also 2 Va. L. Rev. 599. In Vermont, New Hampshire, Massachusetts, North Carolina and Nebraska, statutes or other constitutional provisions have declared railroads exempt from such burden.

BAILMENTS—LIEN OF BAILEE.—Three late cases throw light on recent developments in the law of lien. *The Gulfport,* 250 Fed. 577, holding that a bailee who has performed services on a chattel does not lose his lien if he loses possession of the chattel through the act of God, and *Crucible Steel Co.* v. *Polack Tyre & Rubber Co.* (N. J. 1918) 104 Atl. 324 and *Hiner* v. *Bitts* (Oreg. 1918) 175 Pac. 133, both upholding statutory liens on chattels, notwithstanding the bailee had parted with possession. The favor with which the law regarded the special lien has been well set forth by Gibson, C. J. in *Steinman* v. *Wilkins,* 7 W. & S. 466, and by Bronson, J., in *Grinnell* v. *Cook,* 3 Hill 485. The limitations on the value of this right are well brought out by Shaw, C. J., in *Doane* v. *Russell,* 3 Gray 382. These restrictions have prevented the common law lien from keeping pace with the needs of a changing world, and as the courts, which had let in the lien without the aid of statutes, refused to remove these restrictions in the same way, the recent development of the lien as a remedial instrument in the hand of the bailee has had to depend upon statutes.

The chief defects in the remedy of the lien were in the want of a power of sale and in the loss of lien by loss of possession. Possession is the life of the lien and a lien cannot survive possession, said Ryan, C. J. in *Sensenbrenner* v. *Matthews,* 48 Wis. 250. But in these days much beneficial labor is performed on property or chattels of a kind, or under circumstances, not permitting the bailee to have or to keep possession. Hence the statutory lien on a house in favor of the builder and the material man. Hence, also, the statutory lien on the donkey engine in the Oregon case, *supra,* for all the work done on the engine at various times under one contract, and in the New Jersey case, *supra,* the garageman's lien on the automobile for the price of the tires he had put on the machine. In this case the court held the statute not unconstitutional as depriving of his property without due process of law a third party who in ignorance of the lien had purchased it. Doubtless a statute might be so framed as to do so, but this merely extended the common-law lien so as to enable a bailee to retake property which has gone out of his possession and enforce his lien upon it. Donkey engines and automobiles and gasoline and many other things that are repaired or furnished these days did not exist at common law, and do not take kindly to the possession requirement. The lien must keep pace with progress.

BANKRUPTCY—ASSIGNMENT OF WAGES UNAFFECTED BY DISCHARGE.—In a suit to reform an assignment of wages to be earned in the future given by an employe of defendant to complainant to secure a note for borrowed money, it was contended that a discharge in bankruptcy granted to the assignor, in a

proceeding initiated after the assignment and loan, had rendered the assignment thereafter ineffective. *Held,* the assignment was not rendered unenforceable by the discharge, the lien created by such transaction survives the bankruptcy proceeding. *Monarch Discount Co.* v. *Chesapeake & O. Ry Co.,* (Ill., 1918) 120 N. E. 743.

In its conclusion the court is supported by an earlier Illinois case, *Mallin* v. *Wenham,* 209 Ill. 252, and *Citizens Loan Ass'n* v. *Boston & Maine R. Co.,* 196 Mass. 528, 14 L. R. A. (N. S.) 1025. In *Leitch* v. *Northern Pacific Railway Co.,* 95 Minn. 35, it was held that the assignment of wages to be earned created no lien, therefore there was nothing to survive the discharge of the principal obligation. In *Levi* v. *Loevenhart & Co.,* 138 Ky. 133, an order by an employee by his employer to pay out of his wages each week a certain sum to a creditor was held valid only "so long as the indebtedness to plaintiff remained unsatisfied," and that since the debt upon which the payments were to apply was discharged by the employee's discharge in bankruptcy the order had spent its force at that time. Discharge in bankruptcy was deemed equivalent to payment. In several cases District Courts have held such wages earned after the bankruptcy were released from all claim by the assignee, the usual ground for the conclusion being that until the wages were earned there could be no lien, hence none was preserved. *In re West,* 128 Fed. 205; *In re Home Discount Co.,* 147 Fed. 538; *In re Karns,* 148 Fed. 143; *In re Ludeke,* 171 Fed. 292; *In re Lineberry,* 183 Fed. 338.

CONTRACTS—THIRD PARTY BENEFICIARY.—Upon a promise by defendant's testate to make a certain provision in his will for his wife's niece the wife signed a will in which the bulk of her property, a house and lot, was devised to the promisor for life, remainder over to a certain society. The promisor died without having made any provision as agreed upon, and the niece brought suit on the promise, claiming in damages the value of the house which her aunt had intended should go to her. *Held,* (HISCOCK, C. J. and COLLIN and ANDERSON, J. J. dissenting) plaintiff could maintain the action. *Seaver* v. *Ransom,* (N. Y. 1918) 120 N. E. 639.

At the outset the court, speaking through POUND, J., declared that defendant's testate was not a trustee—"Beman was bound by his promise, but no property was bound by it; no trust in plaintiff's favor can be spelled out." In the very last sentence of the opinion, after discussing the doctrine of *Lawrence* v. *Fox,* 20 N. Y. 268, and the later New York cases applying that doctrine, the court said: "The equities are with the plaintiff, and they may be enforced in this action, whether it be regarded as an action for damages or an action for specific performance to convert the defendants into trustees for plaintiff's benefit under the agreement." In the reaction against *Lawrence* v. *Fox* limitations were placed upon the doctrine allowing third parties to sue that were illogical and in many respects unfortunate. If an action by a third party—creditor is to be allowed, it would seem *a fortiori* that the same privilege should be extended to a donee—beneficiary, for in this class of cases the resulting difficulties in denying the action are palpably greater than in the former class. The New York Court, however, announced the doctrine that the